

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM527657

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REMINGTON PRODUCTS COMPANY		06/13/2019	Corporation: OHIO
STABLE STEP LLC		06/13/2019	Limited Liability Company: OHIO
COMFORTECH INNOVATIONS GROUP, LLC		06/13/2019	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	NXT Capital, LLC, as Agent		
Street Address:	191 N. Wacker Dr., 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	5604771	PINNACLE BREEZE	
Registration Number:	5455239	POWERSTEP LUXE ORTHOTIC SLIPPERS	
Registration Number:	5400614	ERGO SHIELD BY POWERSTEP	
Registration Number:	5359385	PRETHOTICS	
Registration Number:	5364215	LIGHT YEARS AHEAD IN ORTHOTICS TECHNOLOG	
Registration Number:	5635588	LIGHT ORTHOTICS PROTECH PRO	
Registration Number:	5336938	KIDSPORT	
Registration Number:	5056293	ARCHLITE	
Registration Number:	5219038	ENDURANCE	
Registration Number:	4896477	FLEXIARCH	
Registration Number:	4916622	ERGO ARCH	
Registration Number:	4721598	ULTRAFLEXX	
Registration Number:	4916469	ADVANCED AG ANTIBACTERIAL NANO SILVER	
Registration Number:	4920411	ARCHMOLDS	
Registration Number:	4920409	ARCH MOLDS	

OP \$915.00 5604771

Property Type	Number	Word Mark
Registration Number:	5200236	FUSION ORTHOTIC SANDALS
Registration Number:	4685875	ERGOSHIELD
Registration Number:	4540673	ULTRASTRETCH
Registration Number:	4407152	SIGNATURE
Registration Number:	4905461	JOURNEY
Registration Number:	4449143	PULSE
Registration Number:	4512249	COMFORTLAST
Registration Number:	4393877	SLENDERFIT
Registration Number:	4231529	POWERKIDS
Registration Number:	3647328	
Registration Number:	3779065	CUSTOMPOST
Registration Number:	3646937	POWERSTEP
Registration Number:	3646934	THE PODIATRIST'S PRESCRIPTION FOR PAIN R
Registration Number:	3405909	POWERSTEP PINNACLE
Registration Number:	2825797	SLIMTECH
Registration Number:	5214334	SOLE ESSENTIALS
Registration Number:	5636321	BRACEFX
Serial Number:	87699352	SOLE ESSENTIALS
Registration Number:	5662890	TRI-SOLE
Serial Number:	87933572	AMIGO
Registration Number:	2647197	VCT

CORRESPONDENCE DATA

Fax Number: 3128637806

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher, Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6492.303
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	06/13/2019

Total Attachments: 6

source=RPC Trademark Security Agreement#page1.tif

source=RPC Trademark Security Agreement#page2.tif

source=RPC Trademark Security Agreement#page3.tif

source=RPC Trademark Security Agreement#page4.tif
source=RPC Trademark Security Agreement#page5.tif
source=RPC Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT
**(TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)**

June 13, 2019

WHEREAS, each of the undersigned grantors (each, a "Grantor" and collectively, the "Grantors"), owns one or more of the Trademarks listed on Schedule 1 annexed hereto and is a party to one or more of the Trademark Licenses, if any, listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among, *inter alia*, Remington Products Company, an Ohio corporation, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and NXT Capital, LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among the Grantors, the other grantors party thereto and Agent (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), each Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired (provided, for the avoidance of doubt, that the Trademark Collateral shall not include any Excluded Property (as defined in the Collateral Agreement)):

(i) each Trademark (as defined in the Collateral Agreement) owned by such Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which such Grantor is a party, including, without limitation, each Trademark License, if any, identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third

parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by such Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by such Grantor under any Trademark License, including, without limitation, any Trademark License, if any, identified in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Each Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, each Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature pages follow]

WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

GRANTORS

REMINGTON PRODUCTS COMPANY, an Ohio corporation

By: Niels S. Lichti
Name: Niels Lichti
Title: Chief Financial Officer

STABLE STEP LLC, an Ohio limited liability company

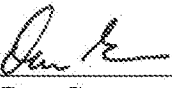
By: Niels S. Lichti
Name: Niels Lichti
Title: Chief Financial Officer

COMFORTECH INNOVATIONS GROUP, LLC, an Ohio limited liability company

By: Niels S. Lichti
Name: Niels Lichti
Title: Chief Financial Officer

ACKNOWLEDGED:

NXT CAPITAL, LLC, as Agent

By: 
Name: Dan Green
Title: Director

SCHEDULE 1
to
Trademark Security Agreement

**TRADEMARKS, TRADEMARK REGISTRATIONS AND TRADEMARK
APPLICATIONS**

See attachment.

TRADEMARK LICENSES

None.

Trademark	Country	App. No.	Filed	Reg. No.	Reg. Date	Status	Owner
PINNACLE BREEZE	US	87688663	11/17/2017	5604771	11/13/2018	Registered	Stable Step LLC
POWERSTEP LUXE ORTHOTIC SLIPPERS (Stylized & Design)	US	87559918	8/8/2017	545239	4/24/2018	Registered	Stable Step LLC
ERGO SHIELD BY POWERSTEP (Stylized & Design)	US	87519991	7/7/2017	5400614	2/13/2018	Registered	Stable Step LLC
PRETHOTICS	US	87452991	5/17/2017	5359385	12/19/2017	Registered	Stable Step LLC
LIGHT YEARS AHEAD IN ORTHOTICS TECHNOLOGY	US	87453106	5/17/2017	5364215	12/26/2017	Registered	Stable Step LLC
LIGHT ORTHOTICS PROTECH PRO (Stylized & Design)	US	87453338	5/17/2017	5635588	12/25/2018	Registered	Stable Step LLC
KIDSPORT	US	87265305	12/12/2016	5336938	11/14/2017	Filed	Stable Step LLC
ARCHLITE	US	86866713	1/6/2016	5056293	10/4/2016	Registered	Stable Step LLC
ENDURANCE	US	86642106	5/27/2015	5219038	6/6/2017	Registered	Stable Step LLC
FLEXIARCH	US	86599881	4/16/2015	4896477	2/2/2016	Filed	Stable Step LLC
ERGO ARCH	US	86365215	8/13/2014	4916622	3/15/2016	Registered	Stable Step LLC
ULTRAFLEX	US	86293666	5/28/2014	4721598	4/14/2015	Registered	Stable Step LLC
ADVANCED AG ANTIBACTERIAL NANO SILVER (Stylized & Design)	US	86288693	5/22/2014	4916469	3/15/2016	Registered	Stable Step LLC
ARCHMOLDS	US	86288597	5/22/2014	4920411	3/22/2016	Registered	Stable Step LLC
ARCH MOLDS (Stylized & Design)	US	86287554	5/21/2014	4920409	3/22/2016	Registered	Stable Step LLC
FUSION ORTHOTIC SANDALS	US	86259994	4/23/2014	5200236	5/9/2017	Registered	Stable Step LLC
ERGOSHIELD	US	86185352	2/5/2014	4685875	2/10/2015	Registered	Stable Step LLC
ULTRASTRETCH	US	86048601	8/27/2013	4540673	5/27/2014	Registered	Stable Step LLC
POWERSTEP	CA	1641133-00	8/22/2013	TMA896838	2/19/2015	Registered	Stable Step LLC
POWERSTEP	EU	011934007	6/26/2013	011934007	11/19/2013	Registered	Stable Step LLC
SIGNATURE (Stylized & Design)	US	85896377	4/5/2013	4407152	9/24/2013	Registered	Stable Step LLC
JOURNEY	US	85858749	2/25/2013	4905461	2/23/2016	Registered	Stable Step LLC
PULSE	US	85858731	2/25/2013	4449143	12/10/2013	Registered	Stable Step LLC
COMFORTLAST	US	85851890	2/16/2013	4512249	4/8/2014	Registered	Stable Step LLC
SLENDERFIT	US	85727102	9/12/2012	4393877	8/27/2013	Registered	Stable Step LLC
POWERKIDS	US	85537847	2/9/2012	4231529	10/23/2012	Registered	Stable Step LLC
Foot design	US	77631805	12/12/2008	3647328	6/30/2009	Registered	Stable Step LLC
CUSTOMPOST	US	77630227	12/10/2008	3779065	4/20/2010	Registered	Stable Step LLC
POWERSTEP	US	77627178	12/5/2008	3646937	6/30/2009	Registered	Stable Step LLC
THE PODIATRIST'S PRESCRIPTION FOR PAIN RELIEF!	US	77627170	12/5/2008	3646934	6/30/2009	Registered	Stable Step LLC
POWERSTEP PINNACLE	US	76650836	11/22/2005	3405909	4/1/2008	Registered	Stable Step LLC
SLIMTECH	US	76347703	12/12/2001	2825797	3/23/2004	Registered	Stable Step LLC
SOLE ESSENTIALS	US	86036791	8/13/2013	5214334	30-05-2017	Registered	Comfortech Innovations Group, LLC
BRACEFX	US	87730792	12/21/2017	5636321	12/25/2018	Registered	Comfortech Innovations Group, LLC
SOLE ESSENTIALS (Stylized & Design)	US	87698352	11/28/2017		-	Filed	Comfortech Innovations Group, LLC
TRI-SOLE	US	87751546	11/1/2018	5662890	1/22/2019	Registered	Comfortech Innovations Group, LLC
AMIGO	US	87933572	5/23/2018		-	Filed	Comfortech Innovations Group, LLC
SOLE ESSENTIALS	CN	27824932	12/1/2017			Filed	Comfortech Innovations Group, LLC
VCT	US	76335054	11/7/2001	2647197	11/5/2002	Registered	Remington Products Company